



Brian J. Stiger
Director

**COUNTY OF LOS ANGELES
DEPARTMENT OF CONSUMER AFFAIRS**

"To Enrich Lives Through Effective and Caring Service"

Members of the Board

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich

October 14, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

15 October 14, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DEPARTMENT OF CONSUMER AFFAIRS:
APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 77605
WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
TO PROVIDE ADDITIONAL FUNDING FOR
THE SELF-HELP LEGAL ACCESS CENTERS PROGRAM FOR
CONTRACT OPTION YEARS 2014-15 & 2015-16
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Proposed Amendment No. 1 to Agreement 77605 (Contract) will amend the Contract with Neighborhood Legal Services of Los Angeles County (NLS) to provide additional funding for the Self-Help Legal Access Centers (SHLAC) Program for contract option years 2014-15 & 2015-16.

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign Amendment No. 1 to Agreement No. 77605 with NLS to provide additional funding for the SHLAC Program for contract option years 2014-15 & 2015-16.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 9, 2011, your Board approved this Agreement with NLS to operate and staff the SHLAC program. The term of the Contract is three (3) years with the option to extend the Contract term for up to two (2) additional one-year periods and six (6) month to month extensions, for a maximum total Contract term of five (5) years and six (6) months.

On August 6, 2014, the Director of Consumer Affairs, exercising Board delegated authority, notified

NLS that the term of the Contract was extended by one (1) year, exercising option year 1 of the Contract.

The SHLAC program assists nearly 130,000 self-represented litigants throughout Los Angeles County every year. Due to this demand for help accessing and navigating the court system, NLS needs additional staffing for the Self-Help Centers.

Approval of Amendment No. 1 will provide funding for one additional attorney at the San Fernando Self-Help Center. Approval of Amendment No. 1 will also fund a pilot project to provide free copies and stamps to all Self-Help Center litigants in the Northwest District.

A study commissioned by the County of Los Angeles in 2012 to assess the performance and effectiveness of the SHLAC Program found that one of the unmet needs for litigants was obtaining copies and postage for their court documents.

Additional staffing will enable compliance with the provision that the SHLACs operate consistent with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Offices of the Courts, which has been added to the Statement of Work.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1: Operational Effectiveness; and Goal 3: Integrated Services Delivery by enabling the department to provide responsive and quality services to County residents.

FISCAL IMPACT/FINANCING

Approval of Amendment No. 1 will add \$220,000 to the total contract sum. The total contract sum, including funds expended to date during the past three contract years, will increase to \$10,907,500.

These funds are Net County Cost from the Board's Discretionary Fund. The SHLAC program funds are included in the Department of Consumer Affairs Fiscal Year 2014-15 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SHLAC pilot project was initiated in 2000 at a single location and expanded to several other locations in the intervening years. From the inception of the SHLAC program, NLS has operated and managed the SHLACs, providing assistance to people who go to court without an attorney. NLS does not provide actual legal representation under the SHLAC program. Each SHLAC is staffed with a trained lawyer, knowledgeable professionals and volunteers who assist visitors with form preparation, service of process and understanding courtroom procedures.

On August 9, 2011, your Board approved this Contract, which continued the SHLAC program. This will be the first Contract amendment.

Amendment No. 1 will amend the Contract to provide \$220,000 in additional funding for services to be rendered in 2014-15 and 2015-16.

The attached Amendment No. 1 has been reviewed by County Counsel and approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

By amending the Contract, the SHLACs will continue to provide the same level of service to the public at eight centers and expanded services to more litigants at the San Fernando Self-Help Center. SHLAC services include, but are not limited to: assisting visitors with correctly completing required court forms, providing information concerning service of court papers on involved parties, and providing counseling on how to prepare and present their own case to a judge. Counseling and assistance is provided to visitors on civil law matters including, but not limited to, family law, landlord/tenant, name change, and guardianship.

In addition, litigants at the Van Nuys, San Fernando, and Santa Monica SHLACs will be provided with free copies and stamps through this pilot project.

CONCLUSION

Please return one adopted copy of this letter to the Department of Consumer Affairs and two (2) signed copies of the Amendment No. 1.

Respectfully submitted,

A handwritten signature in black ink that reads "Brian J. Stiger". The signature is written in a cursive, flowing style.

BRIAN J. STIGER

Director

BS:KS:AG

Enclosures

c: County Counsel

**AMENDMENT NO. 1
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
OPERATING AND STAFFING THE
SELF-HELP LEGAL ACCESS CENTERS (SHLAC)**

AGREEMENT NO. 77605

This Amendment No. 1 to Agreement No. 77605 is made and entered into this 14th day of October, 2014 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Neighborhood Legal Services of Los Angeles County, hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on August 9, 2011, COUNTY and CONTRACTOR entered into an Agreement No. 77605 (Agreement), whereby CONTRACTOR was to operate and staff the Self-Help Legal Access Centers (SHLAC) for unrepresented litigants in Los Angeles County; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to provide for additional staffing and services at the existing centers in the Northwest District (Van Nuys, San Fernando, and Santa Monica), and increase the total contract sum;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

1. **EXHIBIT A, STATEMENT OF WORK**, is deleted in its entirety and hereby replaced by Exhibit A-1, Statement of Work, which is attached hereto and incorporated herein by this reference.
2. **EXHIBIT B, TOTAL FIXED PRICE**, is deleted in its entirety and hereby replaced by Exhibit B-1, Total Fixed Price, which is attached hereto and incorporated herein by this reference.
3. Except as specifically provided for in this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect.

AUTHORIZATION OF AMENDMENT NO. 1
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

AGREEMENT NO. 77605

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment to be subscribed by its Chairperson and the seal of said Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this 14th day of October, 2014.



ATTEST:

Sachi A. Hamai
Executive Officer - Clerk
Of the Board of Supervisors
County of Los Angeles

By: [Signature]

Deputy

COUNTY OF LOS ANGELES

By: [Signature]

Chair, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]

CONTRACTOR Deputy

By: [Signature]

Neal S. Dudovitz, Executive Director
Neighborhood Legal Services of Los Angeles County

APPROVED AS TO FORM:

County Counsel

By: [Signature]

Associate County Counsel

ORIGINAL
SIGNED

ADOPTED
BOARD OF SUPERVISORS

15 OCT 14 2014

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A-1
STATEMENT OF WORK

EXHIBIT A-1

STATEMENT OF WORK

CONTRACTOR will operate nine Self-Help Legal Access Centers (SHLAC) to assist unrepresented litigants at the Superior Court of California, County of Los Angeles.

CONTRACTOR shall provide the following services, as directed by the COUNTY's Project Director:

1. SHLAC Purpose and Locations: The purpose of the SHLAC is to assist unrepresented patrons in understanding the laws, regulations and court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them. The SHLAC shall not provide services already provided by the County of Los Angeles or County funded contractors. The CONTRACTOR is to operate a SHLAC at each of the following locations of the Superior Court of California, County of Los Angeles:
 - The Northwest District, Van Nuys Courthouse
 - The Southwest District, Inglewood Courthouse
 - The East District, Pomona Courthouse South
 - The North District, Antelope Valley Courthouse
 - The South District, Long Beach Courthouse
 - The North Valley District, San Fernando Courthouse
 - The West District, Santa Monica Courthouse
 - The Southwest District, Torrance Courthouse
 - The South Central District, Compton Courthouse
2. Eligibility \ Fees for Service: All residents of Los Angeles County with business at the Los Angeles County Superior Court are eligible for service without charge regardless of their income.
3. Hours of Operation: The SHLAC offices shall be open for service during regular court days and hours, except for one designated afternoon each week. During that designated afternoon, the SHLAC may be closed in order to hold staff meetings, meet with court personnel, update Judicial Council Form Packets, modify and create self-help packets, and to attend to other matters necessary for the successful operation of the SHLAC. Each of the SHLAC may operate beyond regular court days and hours if permitted by the location at which it operates.
4. Representation and Legal Advice: SHLAC employees and volunteers shall not dispense legal advice or provide direct legal representation to SHLAC patrons. Patrons in need of legal representation shall be referred to qualified non-profit organizations as outlined in section #5.
5. Referrals: Patrons in need of representation are only to be referred to qualified non-profit legal services programs such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association and approved Bar Association lawyer referral service programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies. The SHLAC are not to be used to solicit business for private

practitioners or others, or for referral to for-profit agencies, individuals or others. Records of referrals shall be kept by CONTRACTOR, and CONTRACTOR shall implement necessary procedures to insure that the SHLAC is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others.

6. Intake Form and Assessment: Persons requesting assistance shall complete a patron intake form. Intake forms shall indicate the following: the type of assistance the patron is seeking; if this is their first visit to the SHLAC; whether the patron is currently represented by counsel; if the District Attorney, City Attorney or other prosecuting agency is involved in any aspect of the case; how they were referred to the SHLAC; the patron's gender; and the patron's primary language. Income information will be provided on a voluntary basis for statistical purposes only. Intake forms shall disclose that both parties to a dispute may be using the SHLAC for assistance, and shall further disclose that the SHLAC is not representing the patron in this or any other matter. CONTRACTOR shall request that each patron complete a customer satisfaction survey upon completion of services. Completed paper intake forms and customer satisfaction surveys shall be retained for a period of one year. Digital records of completed intake forms and customer satisfaction surveys shall be retained for a period of three years.
7. Services: CONTRACTOR will counsel and educate patrons concerning the laws relevant to their case, assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Assistance is to be provided to patrons on civil law matters including, but not limited to: family law, landlord/tenant, name change, civil harassment restraining orders and other civil matters. All information given to patrons and the court forms completed by patrons at the Center will be overseen and reviewed by an attorney licensed to practice law in California and in good standing.
8. Staffing: Each of the SHLAC will have at least one licensed attorney present during operating hours. If for any reason, an attorney is not present at a SHLAC for more than two consecutive days, the CONTRACTOR shall notify the COUNTY.
9. Personal Consultation: The SHLAC shall provide assistance to unrepresented litigants. SHLAC staff and volunteers will assess the needs of the individual patrons and provide information and printed materials in English and Spanish and in other languages as CONTRACTOR deems necessary to fulfill the mission of the SHLAC. Staff and volunteers will provide brief, specific and time-limited assistance including, but not limited to, assistance in completing court forms, conducting legal research, understanding service of process, calculating deadlines, and understanding legal options.
10. Forms and Printed Materials: Judicial Council approved court forms shall be made available without charge to SHLAC patrons. Printed materials shall also be made available to patrons to assist them in understanding the laws, regulations, and procedures relevant to civil and family law actions. Printed materials should be available in English and Spanish and in other languages deemed appropriate and necessary by CONTRACTOR to assist patrons. Books and other publications designed to assist unrepresented patrons shall also be made

available for on-site review. CONTRACTOR shall use uniform forms and materials at the SHLAC.

11. Audio-Visual Educational Aids \ Computers: CONTRACTOR will seek the assistance of qualified organizations when necessary in order to communicate with the hearing impaired. Computers with printers shall be available to patrons to assist with forms completion and internet access for research relevant to their case.
12. Community Education and Outreach: CONTRACTOR shall engage in community education and outreach activities designed to educate the public and the bar concerning the purpose of the SHLAC, the services it offers, issues facing pro per litigants, and volunteer opportunities.
13. Court Liaison: CONTRACTOR shall establish and maintain effective and productive communications with court staff and administrators to inform them of the activities and progress of the SHLAC and to seek their support in the successful operation of the program. SHLAC staff will also meet with court officials to increase unrepresented litigants' access to the Court by improving operational effectiveness, improving Court/SHLAC forms, and developing of new Court/SHLAC procedures. A record of meetings with court officials shall be kept by each Center to document communications with the court.
14. Volunteers and Volunteer Training: CONTRACTOR shall recruit volunteer attorneys, paralegals, law students, paralegal students, college students, and community volunteers to assist patrons of the SHLAC. CONTRACTOR shall develop a training program and training manual to insure quality service and compliance with the provisions of this contract.
15. Coordination of SHLAC Services and Office Protocols: SHLAC staff will use uniform written procedures that outline office operations and employee/volunteer duties. CONTRACTOR shall coordinate the operation of all SHLAC to insure uniform policies, procedures, materials and forms. Staff from all SHLAC shall meet at least quarterly to coordinate efforts, to discuss service issues, and to insure that each center is operating efficiently and effectively.
16. Program Evaluation: CONTRACTOR shall prepare for the COUNTY an annual report which shall include the number of people assisted per Center, a summary of the number of volunteers serving at the SHLAC and the number of hours served, and summarize the results of liaison with the Court including improvements in operational effectiveness, improvements to Court/SHLAC forms, development of new Court/SHLAC procedures, or other benefits of the program
17. Reports: Complete financial reports of expenditures shall be provided to the COUNTY by the twenty-fifth day of each month for the previous month. Reports must also be submitted by the twenty-fifth day of each month for the previous month which detail the number of clients served, the type of service provided, the income ranges of patrons, and a summary of the required customer satisfaction surveys.

18. Copies and Stamps: CONTRACTOR shall conduct a pilot project to provide free copies and stamps to litigants at the Van Nuys, San Fernando, and Santa Monica SHLACs. CONTRACTOR shall provide the COUNTY with a report on the effectiveness of this project within three (3) months of the conclusion of this contract.
19. State Guidelines Compliance: CONTRACTOR shall operate the SHLACs consistent with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Office of the Courts February 29, 2008, under California Rules of Court 10.960.

EXHIBIT B-1

TOTAL FIXED PRICE

EXHIBIT B-1
PRICING SCHEDULE

POMONA						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000

INGLEWOOD						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 156,500	\$ 156,500	\$ 156,500	\$156,500	\$156,500	\$ 782,500
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 156,500	\$ 156,500	\$ 156,500	\$156,500	\$156,500	\$ 782,500

COMPTON						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 156,500	\$ 156,500	\$ 156,500	\$156,500	\$156,500	\$ 782,500
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 156,500	\$ 156,500	\$ 156,500	\$ 156,500	\$ 156,500	\$782,500

VAN NUYS						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 313,000	\$ 313,000	\$ 313,000	\$313,000	\$313,000	\$ 1,565,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 313,000	\$ 313,000	\$ 313,000	\$313,000	\$313,000	\$ 1,565,000

SANTA MONICA						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Fund	\$ 161,000	\$ 161,000	\$ 161,000	\$ 161,000	\$ 161,000	\$ 805,000
TOTAL	\$ 161,000	\$ 161,000	\$ 161,000	\$ 161,000	\$ 161,000	\$ 805,000

SAN FERNANDO						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Fund	\$ 189,000	\$ 189,000	\$ 189,000	\$269,000	\$269,000	\$ 1,105,000
TOTAL	\$ 189,000	\$ 189,000	\$ 189,000	\$189,000	\$189,000	\$ 1,105,000

LONG BEACH						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000

TORRANCE						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Discretionary Fund	\$ 193,500	\$ 193,500	\$ 193,500	\$ 193,500	\$ 193,500	\$ 967,500
TOTAL	\$ 193,500	\$ 193,500	\$ 193,500	\$ 193,500	\$ 193,500	\$ 967,500

ANTELOPE VALLEY						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 313,000	\$ 1,565,000

ADDITIONAL FUNDING VAN NUYS, SAN FERNANDO AND SANTA MONICA						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ 30,000	\$ 30,000	\$ 60,000
TOTAL	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 135,000

CARRY OVER FUNDING LONG BEACH AND TORRANCE						
	YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2	TOTAL
BUDGET	9/1/2011	9/1/2012	9/1/2013	9/1/2014	9/1/2015	
General Fund	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000
Discretionary Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 70,000	\$ -	\$ -	\$ -	\$ -	\$ 70,000

TOTAL PRICE	\$ 10,907,500
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